PERMIT TO ENTER

Permittee:
San Pedro Historic Waterfront
Business Improvement District
390 W. 7th Street | San Pedro, CA 90731
Attn: Lorena Parker
T 310.832.2183 | F 310.832.0685
Lparker@sanpedrobid.com

Permit No. _____
Chapter 2.08
Consideration: See Section 4_____
Expiration: See Section 3
Chris Montana,
Director of Real Estate Division
Telephone: (213) 974-4200
FAX: (213) 217-4968

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1. PREMISES: Permittee, after execution by the County of Los Angeles ("County") Chief Executive Officer, is hereby granted permission to enter County property more commonly known as the San Pedro Courthouse, located at 505 S. Centre St., Los Angeles CA 90731, and identified as County Assessor's Parcel Number 7455-013-901, as depicted on Exhibit "A", attached hereto and incorporated herein by this reference ("Premises"). Entry constitutes acceptance by Permittee of all conditions and terms of this Permit.

2. PURPOSE: The sole purpose of this Permit is to allow Permittee and its subcontractors, (collectively "Permittee") to enter the Premises to provide patrol and security services 7 days a week.

3. TERM: This Permit shall be for 12 months commencing on August 10, 2017 and terminating on August 9, 2018.

4. CONSIDERATION: Consideration for this Permit shall be Permittee's faithful performance of its obligations under this Permit.

Permittee's Initials_____

N/A

5. ADDITIONAL CHARGES: Permittee agrees to pay any charges for utilities that may be required and for the safekeeping of the Premises for the prevention of any accidents as a result of the Permittee's activities thereon.

6. NOTICE: Notices desired or required to be given by this Permit or by any law now or hereinafter in effect may be given by enclosing the same in a sealed envelope, Certified Mail, Return Receipt Requested, addressed to the party for whom intended and depositing such envelope with postage prepaid in the U.S. Post Office or any substation thereof, or any public letter box, and any such notice and the envelope containing the same shall be addressed to Permittee as follows:

Lorena Parker
Executive Director
San Pedro Property Owners' Alliance
San Pedro Historic Waterfront
Business Improvement District
390 W. 7th Street | San Pedro, CA 90731
Phone 310-832-2183
Fax 310-832-0685
Lparker@sanpedrobid.com

or such other place in California as may hereinafter be designated in writing by the Permittee. The Notices, Certificates of Insurance and Envelopes containing the same to County shall be addressed to:

County of Los Angeles
Chief Executive Office, Real Estate Division
222 South Hill Street, Third Floor
Los Angeles, California 90012
Attention: Chris Montana
Director of Real Estate Division

7. INDEMNIFICATION: Permittee agrees to indemnify, defend and save harmless County, its Special Districts, agents, elected and appointed officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage, including damage to County property, arising from or connected with Permittee's operations, or its services hereunder, including any Workers' Compensation suits, liability, or expense, arising from or connected with services performed by or on behalf of Permittee by any person pursuant to this Permit.

8. GENERAL INSURANCE REQUIREMENTS: Without limiting Permittee's indemnification of County, Permittee shall provide and maintain the following types and limits of insurance. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Permittee's own expense.

a. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the County of Los Angeles prior to Permittee's entry. Such certificates or other evidence shall identify this Permit, clearly evidence all required coverages, and permittee shall provide County with, or permittee's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice

shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

b. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

c. Permittee's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Permit, upon which County immediately may suspend or terminate this Permit. County, at its sole discretion, may obtain damages from Permittee resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Permittee, pursue Permittee for reimbursement.

d. Notification of Incidents, Claims or Suits: Permittee shall report to County any accident or incident relating to Permittee's entry which involves injury or property damage which may result in the filing of a claim or lawsuit against Permittee and/or County in writing within 24 hours of occurrence.

9. INSURANCE COVERAGE REQUIREMENTS:

a. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent), naming County as an additional insured, with limits of not less than the following:

General Aggregate:	$2 million
Products/Completed Operations Aggregate:	$1 million
Personal and Advertising Injury:	$1 million
Each Occurrence:	$1 million

b. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto", as appropriate.

c. Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Permittee is responsible. If Permittee's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Permittee is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	$1 million
Disease - policy limit:	$1 million
Disease - each employee:	$1 million

Permittee's Initials _____

Compensation for County Costs. In the event that Permittee fails to comply with any of the indemnification or insurance requirements of this Permit, and such failure to comply results in any costs to County, Permittee shall pay full compensation for all reasonable costs incurred by County.

10. FAILURE TO PROCURE INSURANCE: Failure on the part of Permittee to procure or maintain required program(s) of insurance shall constitute a material breach of contract upon which County may immediately terminate this Permit.

11. OPERATIONAL RESPONSIBILITIES: Permittee shall:

a. Comply with and abide by all applicable rules, regulations and directions of County.

b. Comply with all applicable City and County ordinances and all State and Federal laws, and in the course thereof obtain and keep in effect all permits and licenses required to conduct the permitted activities on the Premises.

N/A c. Maintain the Premises and surrounding area in a clean and sanitary condition to the satisfaction of County.

d. Conduct the permitted activities in a courteous and non-profane manner; operate without interfering with the use of the Premises by County. County has the right to request Permittee to remove any agent, servant or employee who fails to conduct permitted activities in the manner heretofore described.

e. Assume the risk of loss, damage or destruction to any and all fixtures and personal property belonging to Permittee that are installed or placed within the area occupied.

f. Repair or replace any and all County property lost, damaged, or destroyed as a result of or connected with the conduct or activities of the Permittee. In the event utility services, including but not limited to sewer services, for the Premises are interrupted, Permittee shall promptly make repairs. Should Permittee fail to promptly make any and all repairs required by County during or following completion of Permittee's project, County may have repairs made at Permittee's cost and Permittee shall pay costs in a timely manner.

N/A g. Pay charges for installation and service costs for all utilities used for the conduct of the permitted activities, if needed.

N/A h. Permittee agrees to restore the Premises, prior to the termination of this Permit, and to the satisfaction of County, to the conditions that existed prior to the commencement of the permitted activities, excepting ordinary wear and tear or damage or destruction by the acts of God beyond the control of Permittee. This shall include removal of all rubbish and debris, as well as structures placed on the Premises by Permittee in order that the Premises will be neat and clean and ready for normal use by County on the day following the termination of this Permit. Should Permittee fail to accomplish this, County may perform the work and Permittee shall pay the cost.

i. Allow County to enter the Premises at any time to determine compliance with the terms of this Permit, or for any other purpose incidental to the performance of the responsibilities of the Chief Executive Office.

Permittee's Initials _____

j. Provide all security devices required for the protection of the fixtures and personal property used in the conduct of the permitted activities from theft, burglary or vandalism, provided written approval for the installation thereof is first obtained from the Chief Executive Office.

k. Prohibit all advertising signs or matter from display at the Premises, other than signs displaying the name of Permittee.

l. Prohibit the sale of food.

m. Keep a responsible representative of the Permittee available on the Premises during the times that Permittee is using said Premises for the Purposes stated in Section 2 above. This person shall carry copies of this Permit for display upon request. (as needed)

n. Prior to the start of the Term, notify County, in writing, of the times and dates the patrols are to begin. Permittee is to routinely notify County of their scheduled patrol times for securing the Premises and be able to provide County with a time log of when patrols have taken place, if requested by County. (as needed)

o. Permittee will maintain the Premises free of pests and vermin and ensure that no additional impact is created toward the Premises, and County property located adjacent to the Premises, with regard to such pests and vermin during the term of this Permit. In the event the Premises or adjacent County property become infested, Permittee shall cure said infestation within thirty (30) days of notice by County, or reimburse County for County's costs to eliminate infestation.

p. At Permittee's sole cost and expense, be responsible for the cost of repairing any and all windows, doors, walls, fencing, sidewalks, driveways, landscaping and irrigation systems ("Improvements") on the Premises or adjacent County property which may be damaged by Permittee or Permittee's agents, employees, invitees or visitors, during and/or following Permittee's use of the Premises, to County's satisfaction. Said repairs shall include the installation and restoration of said Improvements affected by Permittee's use of the Premises, if any.

12. INDEPENDENT STATUS: This Permit is by and between County and Permittee and is not intended and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between County and Permittee. Permittee understands and agrees to bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of Permittee pursuant to this Permit.

13. EMPLOYEES: All references to the "Permittee" in the Permit are deemed to include the employees, agents, assigns, contractors, and anyone else involved in any manner in the exercise of the rights therein given to the undersigned Permittee.

14. LIMITATIONS: It is expressly understood that in permitting the right to use said Premises, no estate or interest in real property is being conveyed to Permittee, and that the right to use is only a nonexclusive, revocable and unassignable permission to enter the Premises in accordance with the terms and conditions of the Permit for the purpose of conducting the activities permitted herein.

15. ASSIGNMENT: This Permit is personal to Permittee, and in the event Permittee shall attempt to assign or transfer the same in whole or part all rights hereunder shall immediately terminate.

Permittee's Initials _____

16. AUTHORITY TO STOP: In the event that an authorized representative of the County finds that the activities being held on the Premises unnecessarily endanger the health or safety of persons on or near said property, the representative may require that this Permit immediately be terminated until said endangering activities cease, or until such action is taken to eliminate or prevent the endangerment.

17. DEFAULT: Permittee agrees that if default shall be made in any other terms and conditions herein contained, County may forthwith revoke and terminate this Permit.

18. ALTERATIONS AND IMPROVEMENTS: Permittee has examined the Premises and knows the condition thereof. Permittee accepts the Premises in the present state and condition and waives any and all demand upon the County for alteration, repair, or improvement thereof. Permittee shall make no alteration or improvements to the Premises, except those identified in Section 2 hereof, without prior written approval from the County, and any fixtures and/or personal property incidental to the purposes described in Section 2 hereof shall be removed by Permittee prior to the termination of this Permit, and in the event of the failure to do so, title thereto shall vest in County. All betterments to the Premises shall become the property of County upon the termination of this Permit.

19. COUNTY LOBBYIST ORDINANCE: Permittee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this Permit.

20. INTERPRETATION: Unless the context of this Permit clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes and "including" are not limiting.

21. ENTIRE AGREEMENT: This Permit contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and Permittee.

22. TIME IS OF THE ESSENCE: Time is of the essence for each and every term, condition, covenant, obligation and provision of this Permit.

23. POWER AND AUTHORITY: The Permittee has the legal power, right and authority to enter into this Permit, and to comply with the provisions hereof. The individuals executing this Permit on behalf of any legal entity comprising Permittee have the legal power, right and actual authority to bind the entity to the terms and conditions of this Permit.

24. SURVIVAL OF COVENANTS: The covenants, agreements, representations and warranties made herein are intended to survive the termination of the Permit.

Permittee's Initials _____

PERMITTEE:

SAN PEDRO HISTORIC WATERFRONT BUSINESS IMPROVEMENT DISTRICT

By: _____
Lorena Parker
Executive Director

Who hereby personally covenants, guarantees and warrants that he/she has the power and authority to obligate the Permittee to the terms and conditions in this Permit. Please sign before a Notary Public and return for approval. Upon approval a signed copy will be mailed to Permittee.

me, _____,
_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____

Pursuant to Chapter 2.08 of the Los Angeles County Code, this Permit has been executed on behalf of the County of Los Angeles by the Chief Executive Officer on the _____ day of _____, 2017.

PERMITTER:

ATTEST:
DEAN LOGAN
Registrar-Recorder/County Clerk

BY: _____
Deputy

COUNTY OF LOS ANGELES

SACHI A. HAMAI
Chief Executive Officer

By:_____
Christopher M. Montana
Director of Real Estate

Permittee's Initials _____

SANPEDR-05 HEIDIFILS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/15/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: April Dorsey	
NFP Property & Casualty Services, Inc. 2450 Tapo Street Simi Valley, CA 93063	PHONE (A/C, No, Ext): (805) 537-0114	FAX (A/C, No): (805) 579-1916
	E-MAIL ADDRESS: April.Dorsey@nfp.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
San Pedro Property Owners Alliance 390 W. 7th St. San Pedro, CA 90731	INSURER A : Scottsdale Insurance Company	41297
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CPS2535939	10/03/2016	10/03/2017	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROOF OF INSURANCE

CERTIFICATE HOLDER

San Pedro Property Owners Alliance
390 W. 7th St.
San Pedro, CA 90731

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: SANPEDR-05 HEIDIFILS

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
NFP Property & Casualty Services, Inc.	San Pedro Property Owners Alliance 390 W. 7th St. San Pedro, CA 90731
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

CONTRACTUAL INSURANCE REQUIREMENTS

The attached Certificate of Insurance is provided as part of our service to our client, the Insured. If special endorsements have been provided, they also are indicated attached. You may find that these documents do not comply with all the terms and conditions of the underlying contract between the Certificate Holder and the Insured due to the insurance company's insuring conditions, limitations, exclusions and other terms. If you have any questions, please contact the undersigned.

INSURANCE WEST / NFP P&C
CA LICENSE #0F15715
2450 TAPO ST
SIMI VALLEY, CA 93063
TELEPHONE: (805) 579-1900
FAX: (805) 579-1916

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